**External Client Order and Service Agreement**

*Mechanical Engineering Department Rapid Prototyping*

**Send Completed Agreement to:**
Cal Poly Mechanical Engineering  
College of Engineering  
California Polytechnic State University  
1 Grand Avenue  
San Luis Obispo, CA 93407

**For questions and information:**
Contact: Larry Coolidge  
Voice: (805) 756-1260  
Fax: (805) 756-5460  
Email: lcoolidg@calpoly.edu  
On campus location: Bldg 13, Rm 103

<table>
<thead>
<tr>
<th>Rapid Prototyping</th>
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<tbody>
<tr>
<td>Stratasys - use fee</td>
<td>$69.00</td>
<td>Job</td>
<td></td>
<td></td>
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<tr>
<td>Stratasys – Modeling materials</td>
<td>$7.28</td>
<td>Cubic inch</td>
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<tr>
<td>Stratasys – Support materials</td>
<td>$7.01</td>
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<td>Eden 250 – use fee</td>
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<td>Staff Technician</td>
<td>$51.00</td>
<td>Hour</td>
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**Rapid Prototyping Cost Unit Quantity Total**

To Be Completed by Client:

Please note page three of this document also requires signature.

Order Authorized by: ________________________________
Authorized Signature: ________________________________
Department/Unit Name: ________________________________
Contact phone/email: ________________________________
Date of Order: ________________________________

**Note:** Terms and Conditions attached. Retain copy for your records. Forms must be completed prior to commencement of work. A confirmation of the order will be provided.

**Payment Method:**
Corporation/Foundation Project: ☐ Yes ☐ No  
Project Number/Org Key: ________________________________
State Account: ☐ Yes ☐ No  
Account Number: ________________________________

**To be completed by Cal Poly Lab Director**

Date Order Received: ________________________________  
Anticipated Completion Date: ________________________________
Confirmed Total Cost: ________________________________  
Signature of Lab Director: ________________________________
Standard Terms and Conditions

1) Ordering: Clients may order services (specify a “Scope of Work”) by submitting a written purchase order or a written request for analysis or by placing a telephone order. The Client must subsequently confirm all telephone orders in writing.

2) Client understands that the RAPID PROTOTYPING LAB performs services only as specified by Client in the Order and Services Agreement accepted by RAPID PROTOTYPING LAB. RAPID PROTOTYPING LAB does not design, warrant, supervise or monitor compliance of products or services except as specifically agreed to. By their very nature, printing, testing, analysis and other RAPID PROTOTYPING LAB services are limited to expected measurement variability.

3) Suspending or Stopping RAPID PROTOTYPING LAB Performance: The Client may direct RAPID PROTOTYPING LAB to suspend a portion or all of the work to be performed. In such case, the Client will remain responsible for all work performed up until the time RAPID PROTOTYPING LAB became aware of Client’s desire to discontinue the services. Any uncompleted analysis will be billed on a prorated basis, as determined by RAPID PROTOTYPING LAB.

4) Professional Practice: RAPID PROTOTYPING LAB employees will perform in accordance with accepted industry practice and accepted industry standards. RAPID PROTOTYPING LAB seeks to insure that all services will be performed in a timely and professional manner. Any failure on the part of RAPID PROTOTYPING LAB to perform in accordance with industry standards will be corrected provided such failure was a direct result of acts or omissions by RAPID PROTOTYPING LAB concerning factors deemed to be in RAPID PROTOTYPING LAB’s scope of work pursuant to this agreement and under RAPID PROTOTYPING LAB’S exclusive control.

5) The service results are compared to the specifications established by the Client.

6) Unless otherwise specified in the RAPID PROTOTYPING LAB written report, RAPID PROTOTYPING LAB does not conduct quality control programs for Clients.

7) RAPID PROTOTYPING LAB shall keep Client documents and information confidential to the extent permitted by law, and will not disclose any such information to third parties. However, if the information provided to RAPID PROTOTYPING LAB by Client is to be considered a trade secret, Client must inform RAPID PROTOTYPING LAB at the time information is provided. Information kept by RAPID PROTOTYPING LAB that is not considered a trade secret may be subject to the California Public Records Act.

8) RAPID PROTOTYPING LAB Reports apply only to the standards or procedures identified therein and to the items tested or inspections made.

9) RAPID PROTOTYPING LAB Reports are for the exclusive use of the Client to whom they are addressed. The name of RAPID PROTOTYPING LAB, Cal Poly Corporation, and the California Polytechnic State University, or any symbols and indicia of them, are not to be used by or on behalf of Clients under any circumstances for any purpose whatsoever, including but not limited to use in advertising to the general public or in any publicity material or in any other manner, without Cal Poly's prior written approval.

10) Confidentiality: RAPID PROTOTYPING LAB will exercise all reasonable efforts to maintain the Client’s confidentiality with regard to business or technical information it receives in connection with its performance for the Client. RAPID PROTOTYPING LAB will use the information it receives about Clients solely for the purpose of providing services to the Client.

The Client shall treat all information and data it receives about RAPID PROTOTYPING LAB as proprietary and confidential. The Client shall maintain in strict confidence all such information, including but not limited to information concerning technology, procedures, and methods used by RAPID PROTOTYPING LAB formulas, trade secrets, ideas, computer programs and inventions. The Client shall not disclose, and shall prevent disclosure of, confidential information to any third party without express written permission being granted by CAL POLY CORPORATION, on behalf of RAPID PROTOTYPING LAB.

This provision does not prevent either party from disclosing and/or using information or date (i) known to the receiving party before being obtained or derived from the transmitting party; (ii) that is available to the public without the receiving party’s fault at any time before or after it is acquired by the transmitting party; (iii) that is obtained or acquired in good faith by the receiving party from a third party with respect hereto; (iv) where a written release is obtained by the receiving party for the transmitting party; (v) after five (5) years from the receipt of such information; or (vi) when required by process of law; provided, however, upon service of such process, the recipient thereof shall notify the other party and afford it an opportunity to resist such process.

11) No Warranties: Except as set forth in Section 4 above, RAPID PROTOTYPING LAB does not make any express or implied warranties of any kind to the Client. Except as set forth in Section 4 above, neither this document, nor the Quotation nor any action or communication on the part of RAPID PROTOTYPING LAB’s shall lead to the issuance of an express or implied warranty to Client.

12) Data Retention: RAPID PROTOTYPING LABS shall retain copies of Reports for a period of one year after completion which such Reports will be destroyed. If Client requests additional copies of Reports during the retention period, an additional charge will apply for the preparation and delivery of such reports.

13) Challenge to Results: The Client shall pay CAL POLY CORPORATION, on behalf of RAPID PROTOTYPING LAB for all services performed on their behalf and for all results utilized by the Client or the Client’s customer, regardless of any allegation on the part of the Client or Client’s customer that the results issued by RAPID PROTOTYPING LAB did not conform with RAPID PROTOTYPING LAB’S responsibilities as set forth in these terms and conditions. In every instance, RAPID PROTOTYPING LAB shall be given the opportunity to defend its data directly with any person or entity challenging its results. Should RAPID PROTOTYPING LAB be prohibited or hindered from directly defending its data, all sums owed to CAL POLY CORPORATION, by the Client shall be immediately due and payable and no refund for sums paid by the Client will be issued by CAL POLY CORPORATION.

14) Ownership of Data: Data or information provided to RAPID PROTOTYPING LAB by the Client shall remain the Client’s property. Upon full payment to CAL POLY CORPORATION for all services provided be RAPID PROTOTYPING LAB, data or information generated by RAPID PROTOTYPING LAB for the Client shall become the Client’s property. RAPID PROTOTYPING LAB will retain exclusive ownership of any and all analytical methods, QA/QC protocols, and equipment developed by RAPID PROTOTYPING LAB for performance of work by RAPID PROTOTYPING LAB.

15) Any use by Client of RAPID PROTOTYPING LAB’S Reports or the information contained therein is conditioned upon timely payment of all fees.

16) Client shall be responsible, if it so desires, for procuring at its cost, insurance protecting the value of its property and samples. The RAPID PROTOTYPING LAB is not responsible for the value or insurance of client’s property.

17) RAPID PROTOTYPING LAB represents that the Services shall be performed within the limits agreed with Client, and in a manner consistent with the level of care and skill ordinarily exercised by other providers of similar services under similar circumstances. NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THE SERVICE ORDER OR REPORT, OR IN ANY OTHER REPORT, OPINION. OR DOCUMENT RELATED TO THE SERVICES.

18) Risk of Loss: Except where RAPID PROTOTYPING LAB provides courier services, the entire risk of loss or damage to materials during transportation remains with the Client. The Client will be responsible and RAPID PROTOTYPING LAB will not have any responsibility for the action or inaction of any Client or carrier shipping or delivering any materials to or from RAPID PROTOTYPING LAB premises.

19) Client and RAPID PROTOTYPING LAB agree that by performing services hereunder, RAPID PROTOTYPING LAB does not assume, abridge, abrogate or undertake to discharge any duty or responsibility of Client to any other party or parties. No one other than Client shall have any right to rely on any Report or other representation or conduct of RAPID PROTOTYPING LAB, and RAPID PROTOTYPING LAB disclaims any obligations of any nature whatsoever with
respect to such person. CLIENT AGREES, IN CONSIDERATION OF RAPID PROTOTYPING LAB UNDERTAKING TO PERFORM THE ORDERED TEST(S) OR INSPECTION(S) TO PROTECT, DEFEND, INDEMNIFY, SAVE HARMLESS AND EXONERATE RAPID PROTOTYPING LAB FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, EITHER DIRECT OR CONSEQUENTIAL FOR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF THE PRODUCTS TESTED OR INSPECTED HEREUNDER UNLESS CAUSED BY THE SOLE NEGLIGENCE OF RAPID PROTOTYPING LAB.

20) Client agrees that RAPID PROTOTYPING LAB neither assumes nor accepts any responsibility for any injury or damage to property or personnel that may occur during or as a result of services, wherever performed, whether performed in whole or in part by or on behalf of RAPID PROTOTYPING LAB or by Client, whether or not any equipment, facilities, or personnel for or in connection with said services is furnished by or on behalf of RAPID PROTOTYPING LAB or by Client.

21) RAPID PROTOTYPING LAB is neither an insurer nor a guarantor. If Client seeks greater protection than is provided herein, Client should obtain appropriate protection from suppliers or insurers. Any agreement entered into by Client with manufacturers or suppliers must include indemnification of the State of California, the Trustees of the California State University, Cal Poly Corporation, their officers, employees and agents. Any insurance secured by Client shall name the State of California, the Trustees of the California State University, Cal Poly Corporation, their officers, employees and agents as additional insured.

22) The fee payable, hereunder, to CAL POLY CORPORATION, on behalf of RAPID PROTOTYPING LAB, by Client is based upon the value of services to be rendered and such sums are not related to the value of the property belonging to Client or to others.

23) IF RAPID PROTOTYPING LAB SHOULD BE FOUND LIABLE FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE TO THE SERVICES HEREUNDER IN ANY RESPECT, ITS LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY CLIENT FOR SUCH SERVICES AND CLIENT'S SOLE REMEDY AT LAW OR IN EQUITY SHALL BE THE RIGHT TO RECOVER UP TO SUCH AMOUNT.

24) RAPID PROTOTYPING LAB hereby rejects any conflicting terms contained in any order or acceptance submitted by Client.

25) Whenever performance by either party is delayed or prevented by war, insurrection, fire or other casualty, strikes or embargoes, shortage of transportation facilities or any other similar or dissimilar causes, beyond the control of such party, such delay or prevention shall be excused and the time of performance hereunder extended for the duration of the causative factor, provided, however, that in no event shall the occurrence of any such conditions excuse the Client of its obligations hereunder if services have been performed by RAPID PROTOTYPING LAB.

26) Client agrees to pay all invoices, within 30 days of date issued.

27) In the event that payment is not received within 30 days of invoice date, Client agrees to pay a late payment charge on the unpaid balance equal to 2% per month or the maximum charge allowed by law whichever is less, and all costs and expenses, including attorney's fees where recovery of the same is not prohibited by law, incurred by CAL POLY CORPORATION, on behalf of RAPID PROTOTYPING LAB, in collecting such invoices.

28) All costs associated with compliance to any subpoena for documents, testimony in a court of law, or for any other purpose relating to work performed by RAPID PROTOTYPING LAB in connection with work performed for that Client shall be paid by Client. Costs include but are not limited to hourly personnel charges, travel and accommodation, advice of counsel and all other reasonable associated costs.

29) The parties intend that the relationship created hereby is that of an independent contractor. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties. This Agreement may only be modified or amended, if the modification or amendment is made in writing and is signed by both parties. Any waiver must be in writing and signed by the party making the waiver.

Accepted by_____________________________________

(Company Name)

________________________________________________

Authorized Signature                                     Date